

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-241**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS FOR
GROWING AND SUPPLYING BEDDING PLANTS.**

**MEETING AND EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, September 28, 2005** in the office of the Purchasing Agent, Suite 200, 'K' Street Complex, Southwest Corner, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the 'K' Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**SPECIFICATIONS
FOR
GROWING AND SUPPLYING
BEDDING PLANTS**

1. SCOPE OF PROJECT

- 1.1 The Contractor shall furnish and deliver to the City, specified types, sizes and quantities of bedding plants, including annuals, perennials, ornamental grasses as ordered by the Park Horticulturist, or designated representative, during the term of the agreement. The Contractor shall also store, grow and deliver certain plants provided by the City at the end of each growing season. The estimated annual requirements of bedding plants are as follows:

SECTION 1. [Annual Bedding Plants, at Unit Prices]:

Category I Annual Bedding Plants (Seed Source), 2½"pots.....22,600 plants.
Examples: Impatiens, Ageratum.

Category II Annual Bedding Plants (cutting source), 2½"pots.....3,100 plants.
Examples: Alternanthera , Albuliton.

SECTION 2. [Storing and growing Rhizomatous Plants]

Category III Rhizomatous storage, 4" pots.....3,600 plants.
Examples: Canna's, Purple Fountain Grass, Elephant Ear Caladium.

Category IV Rhizomatous storage, 3-5 gal. pots.....250 plants.
Example: Banana's.

SECTION 3. [Perennial Bedding Plants at Discount Percent off of List Prices]

Category V Perennial Plants, [fibrous root] - 2½"pots.....450 plants.
Example: Rudbeckia fulgida "Goldsturm Daisy".

Category VI Perennial Plants , [tuberous roots] - 4"pots.....0-100 plants.
Example: Hosta sps. or Hemmerocallis sps.

Category VII Perennial Plants-[specimen plants] - 4" pots.....300 plants.
Example: Polygonatum odoratum thunbergii 'Varigatum', "Solomon's Seal"

Category VIII Ornamental Grasses -4-6" pots.....100 plants.
Example" Miscanthus sinensis "Gracillimus" [Maiden Grass]

- 1.2 Bid prices are to include cost of the bedding plant materials, storage of soft plant materials and delivery to the numerous locations in the City of Lincoln.
- 1.3 Term of agreement is one (1) year, beginning November 1, 2005; with options to renew for three (3) additional one-year terms, beginning August 1, 2006.

2. CONTRACTOR QUALIFICATIONS

- 2.1 Contractor must be licensed according to the Nebraska Plant Protection and Plant Pest Act & Associated Regulations.

3. MATERIAL REQUIREMENTS AND PERFORMANCE

- 3.1 The City shall provide a listing of Annual Bedding and Storage plant species and approximate quantities by October 1, of the contract year. The vendor will have 45 days to determine and verify seed and supplies and respond in writing to the City regarding any anticipated difficulties in securing seed or supplies.
- 3.2 Plant material shall be greenhouse grown in sterilized soil with all necessary and correct nutrients added to assure desired quality.
- 3.3 Uniform plant height throughout a plant species is desired.
- 3.4 All plant material shall be true to name and type, and shall contain legible labels assuring all flats or other containers are identified.
 - 3.4.1 Vendors will be reviewed for compliance in keeping plant materials correctly labeled.
 - 3.4.2 Failure to meet this requirement may result in termination of agreement.
- 3.5 Labels shall clearly indicate the common name and variety. Each flat shall contain at least two labels.
- 3.6 Plant material shall be sound, healthy specimens and shall be first-class representatives of their species or variety.
- 3.7 Plants must have stocky, well-formed tops and healthy well-developed root systems.
- 3.8 Non-blooming plants are preferred.
- 3.9 Plants shall receive routine fertilization as is customary for each unique species.
- 3.10 Plant material which lack proper proportions, have poorly developed root systems, show evidence of insect pests or disease problems or are found to not fully comply with these specifications will be subject to rejection at the City's discretion at any time.
- 3.11 Inabilities on the part of the grower to supply any portion of the agreed upon plant material must be made known in writing to the Park Horticulturist no later than March 1 of each contract year.
 - 3.11.1 The grower shall be responsible to attempt to locate replacements for failed materials prior to the City accepting any substitute varieties.
 - 3.11.2 Substitute varieties will be billed at the same price of item replaced, unless the substitute cost is normally less. The lower of the two shall govern.
 - 3.11.3 Plant material shall not be substituted without receiving written approval from the Park Horticulturist.

4. STORAGE, PLANTING AND GROWING RHIZOMATOUS PLANT MATERIAL

- 4.1 Rhizomatous plant material shall be provided to the vendor by the City after the fall harvest in October of each contract year. Plant material numbers may vary according to fall harvest.
- 4.2 The contractor shall be responsible for growing soft plant material by maintaining proper growing conditions at the proper temperatures and with sufficient moisture to keep the plants alive and healthy.
- 4.3 Plant material must be stored in an area which is free of pests including fungus, insects and rodents.
- 4.4 The vendor may contact the Parks Horticulturist for further information regarding the culture of specific species.
- 4.5 Plant material shall be grown and delivered in the appropriate container as specified on the itemized sheet.
- 4.6 The plastic pots for growing these plants will be provided by the Contractor.

5. SITE INSPECTIONS

- 5.1 All plant material is subject to visual inspection by the Park Horticulturist in February, March and in April, two weeks before delivery.
- 5.2 All plant material shall be assembled at one location as a group to facilitate inspections.
- 5.3 Inspections will be made during normal working hours as arranged. Factors that will be observed during inspections are as follows:
 - 5.3.1 Plant quality and growing conditions.
 - 5.3.2 Health of plant material.
 - 5.3.3 Compliance with the specifications .

6. CONTAINERS

- 6.1 Plant material shall be grown and delivered in the container as specified on the itemized sheet.
- 6.2 Flats shall be standard 11" X 22" X 2" with 36 cell count per flat.
- 6.3 Plant material specified as pot grown shall be grown and delivered in clean, sterile, plastic pots.
- 6.4 All reusable plastic materials will be returned to the grower upon request, except those retained for storing and growing rhizomatous plants.

7. DELIVERY

- 7.1 All plants shall be ready for delivery no later than May 1st, of the current contract year.
- 7.2 Plant material shall be delivered to the City, as work schedules permit during normal working hours, or as arranged.
- 7.3 Plant material shall be delivered during such time periods when weather conditions will not produce undue stress or injury.

8. BIDDING PROCEDURE AND CONTRACT PRICING

- 8.1 Read the enclosed Instructions to Bidders and Special Provisions for Commodity Term Contracts.
- 8.2 Bidders shall complete **Bidding Schedule 'A'** and /or **Bidding Schedule 'B'**, which will be used for the evaluation of bids.
- 8.3 Unit prices in response to Schedule 'A', of this solicitation will be firm for the full term of the annual contract agreement. It is understood that the prices will include consideration for delivery of plant material to planting locations.
- 8.4 For Schedule 'B', bidders shall submit with their bidding documents a catalog listing perennial plant material available for the year 2006 planting season and associated retail price list. **NOTE:** It is understood that contract pricing shall include catalog price of the perennial plants net of discount.
- 8.5 Contractor shall submit a revised catalog of perennial plant material on or about January 1, preceding each renewal date for approval by the City of Lincoln. Prices indicated in the revised catalog shall remain firm for the renewal period.

9. AWARD

- 9.1 In addition to price, the following will be considered in awarding the contract:
 - 9.1.1 Accessibility to on-site inspections by the City;
 - 9.1.2 Grower's ability to meet quality standards established by the City;
 - 9.1.3 Grower's ability to produce quantities specified; and
 - 9.1.4 Past experience with at least three references.
- 9.2 Bidders must submit, as part of their proposal, a list of actual growing location(s) if other than their on-site property.

ADDITIONAL INFORMATION

For additional information concerning the specifications or services required for this bid, interested parties may contact Steve Nosal, Park Horticulturist, at 441-8267. For information concerning bid procedures and regulations (i.e. deadline date to submit bid, forms required, etc.) Interested parties may contact Tom Kopplin, Assistant City Purchasing Agent, at 441-7414.

COMPANY NAME _____

SCHEDULE A, SPEC. 05-241

The vendor will be selected based upon representative list prices of commonly requested annuals and rhizomatous plant materials. The following are examples of commonly requested plants.

SECTION 1: ANNUAL BEDDING PLANTS, GROWING AND STORAGE AT UNIT PRICES

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>EST. ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
CATEGORY I EXAMPLES:	Annual Bedding Plants [seed source]			
36/flat	Impatiens or Ageratum 2 ½ pots'	22,600	\$ _____	\$ _____
CATEGORY II EXAMPLES:	Annual Bedding Plants [cutting source]			
36/flat	Alternanthera or Albuliton	3,100	\$ _____	\$ _____
CATEGORY III EXAMPLES:	Rhizomatous Storage			
4" pots	Canna's, Purple Fountain Grass, Elephant Ear Caladiums.	3,600	\$ _____	\$ _____
CATEGORY IV	Rhizomatous Storage	EXAMPLES:		
6 gal. pots	Banana's	250	\$ _____	\$ _____

TOTAL BID CATEGORIES I-IV, COMBINED..... \$ _____

COMPANY NAME_____

**PROPOSAL
SPECIFICATION NO. 05-241
ANNUAL REQUIREMENTS FOR SUPPLYING
AND GROWING BEDDING BID OPENING TIME: 12:00 NOON
DATE: SEPTEMBER 28, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of this Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at the discount listed below.

Special Provisions for Commodity Term Contract are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections for the Proposal.

Term of initial contract is November 1, 2005 through July 31, 2006, with options to renew on an annual basis thereafter, beginning August 1, 2006, not to exceed three (3) such renewals.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST CHECK ONE OF THE FOLLOWING:

- (a) Bid prices as contained within 2005 plant catalogue, will be firm for the full contract period:_____ ; or
- (b) Bid prices subject to escalation/de-escalation as indicated in plant catalogs of subsequent years:_____ .

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____
FAX NO. _____

AFFIRMATIVE ACTION PROGRAM : Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

COMPANY NAME _____

SCHEDULE B, SPEC. 05-241

The vendor will be selected based upon representative list prices of commonly requested perennials and grass materials. The following are examples of commonly requested plants.

SECTION 2. PERENNIAL BEDDING PLANTS AT DISCOUNT PERCENT OFF OF LIST PRICES

Discount Offered off retail list price of all perennial plant material _____% discount*
(including delivery of plant material to a specified location)

* Bidders may choose to offer varying discounts by plant category. These varying discounts should be reflected on Schedule B. If a single discount percentage is offered, the discount is understood to apply to all plant categories on Schedule B.

ITEM	DESCRIPTION	EST.ANN. QTY.	LIST PRICE	DISCOUNT	NET UNIT PRICE	TOTAL PRICE
CAT. V	Fibrous Root- Perennial Plants					
	Rudbeckia fulgida, "Goldsturm Daisy" 2½" pots	450	\$	_____ %	\$ _____	\$ _____
CAT. VI	Tuberous Root-Perennial Plants					
	"Hosta or Hemmerocallis" 4" pots	0-100	\$	_____ %	\$ _____	\$ _____
CAT. VII	Specimen Perennial Plants					
	Polygonatum odoratum thunbergii 'Varigatum' 4" pots	300	\$	_____ %	\$ _____	\$ _____
CAT. VIII	Ornamental Grasses 4-6" pots					
	Miscanthus sinensis "Gracillimus" (Maiden Grass)	50	\$	_____ %	\$ _____	\$ _____

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.